

### **REMARKS**

Claims 1-82 are pending. Claims 1-30, 42-46, 50, and 53-82 are withdrawn. Claims 31-41, 47-49, 51 and 52 are rejected.

#### **Information Disclosure Statement**

In the Response to Office Action submitted on January 9, 2008, Applicant pointed out that the Examiner signed off and returned the IDS filed on October 6, 2004 but has not returned to Applicant the signed off IDS filed on September 7, 2005. Applicant requested the Examiner sign off the IDS filed on September 7, 2005 and return it to Applicant. This Final Office Action is silent on the Applicant's request. For record, Applicant assumes all the references in the IDS filed on September 7, 2005 were considered.

#### **Rejections under 35 U.S.C. §103**

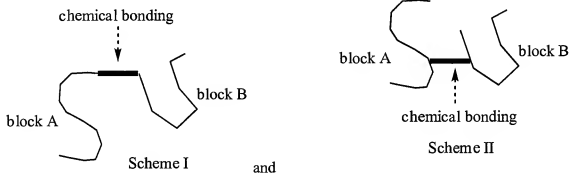
Claims 31-41, 47-49, 51 and 52 are rejected as being obvious over U.S. Patent No. 6,110,483 to Whitbourne et al. ("Whitbourne") in view of WO 2004/101018 ("WO101018").

Claim 31 defines a medical article comprising an implantable medical device and a coating deposited on at least a part of the device. The coating includes (a) a structural component comprising a linear acrylic homopolymer or linear acrylic copolymer; and (b) a biobeneficial component **comprising a copolymer having an acrylate moiety and a biobeneficial moiety.**

Whitbourne describes a coating formed of poly(butyl methacrylate) (PBMA). As the Examiner correctly notes, Whitbourne fails to describe or teach a coating that includes a biobeneficial component **comprising a copolymer having an acrylate moiety and a biobeneficial moiety.**

With respect to WO 101018, the Examiner alleges that the definition of block copolymer by Applicant would cause the physical mixture of homopolymers of PEG and PMBA as

disclosed in WO 101018 to qualify as a block copolymer because Applicant defines a block copolymer as one that “needs not be linked at ends.” Applicant respectfully submits that the Examiner’s assertion is unfounded. By definition, a block copolymer is a polymer that includes at least two chemically bonded blocks. The chemical bonding between the two blocks can occur at the ends of the two blocks or at the side of the two blocks, e.g., bonding via a pendant group in the blocks. To be clear, the two situations are illustrated in the schemes below:



Scheme I illustrates a block copolymer having two blocks where the two blocks are chemically bonded at the ends of the two blocks. Scheme II illustrates a block copolymer having two blocks where the two blocks are chemically bonded at the sides, but not the ends, of the chains of the two blocks. **Applicant’s definition of the block copolymer encompasses block copolymers as Schemes I and II illustrate but not a physical mixture of two homopolymers to a person of ordinary skill in the art of polymer chemistry.**

In sum, WO 101018 fails to make up the deficiencies of Whitbourne with respect to the medical article as defined by claim 31. Claim 31 is patentably allowable over Whitbourne under 35 U.S.C. §103(a). Claims 32-41, 47-49, 51 and 52 depend from claim 31 and are patentably allowable over Whitbourne under 35 U.S.C. §103(a) for at least the same reason.

The undersigned authorizes the examiner to charge any fees that may be required or credit of any overpayment to be made to Deposit Account No. 07-1850.

**CONCLUSION**

Withdrawal of the rejection and allowance of the claims are respectfully requested. **If the Examiner has any suggestions or amendments to the claims to place the claims in condition for allowance, applicant would prefer a telephone call to the undersigned attorney for approval of an Examiner's amendment.** If the Examiner has any questions or concerns, the Examiner is invited to telephone the undersigned attorney at (415) 393-9885.

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/ZLI/  
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